

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 9	
2. Amendment/Modification No.  P00001		3. Effective Date  2003APR04		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM AMSTA-AQ-ADBA JEFF HEINFLING (586)574-7421 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: HEINFLIJ@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA SAN FRANCISCO P.O. BOX 232 700 EAST ROTH ROAD, BLDG 330 FRENCH CAMP CA 95231-0232		Code S0507A	
				SCD C PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  CPN INTERNATIONAL INC 2830 HOWE RD MARTINEZ CA 94533-4000  TYPE BUSINESS: Other Small Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-03-P-T214	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2003FEB10	
Code IKP65		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AA NET INCREASE: \$1,411.80							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>							
KIND MOD CODE: C It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: BY MUTUAL AGREEMENT OF THE PARTIES					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) M. J. FRANZEN FRANZENM@TACOM.ARMY.MIL (810)574-6304			
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed  2003APR04	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SUPPLEMENTAL INFORMATION

- The purpose of Modification P00001 to Purchase Order DAAE07-03-P-T214 is as follows:
  - Add money for the manufacturer's shipping case nameplate, raising the amount of this order by \$1,411.80 from \$37,000.00 to \$38,411.80 and adjusting the quantity downwards by 1 from 61 to 60.
  - Adjust PIIN narrative text B001 regarding the manufacturer's shipping case nameplate, the ceiling price is \$38,411.80 and reference SOW text from C001.
  - Adjust PIIN narrative text C001 to change the reference from Sharpe to Tracy, adjust the quantity from 61 to 60 and add the requirement the contractor has 30 business days to repair each batch of Testers and return them once the contractor receives the Contracting Officer's e-mail authorization to proceed (reference C001, Section C 1.1.6 g).
- This order is hereby increased by \$1,411.80 from \$37,000 to \$38,411.80 and its the ceiling price for this order. The quantity is hereby adjusted downwards by 1 from 61 to 60. Information regarding the manuaufacturer's data plate is hereby added to PIIN narrative test B001. The PIIN narrative text for C001 is hereby adjusted from Sharp to Tracy and the contractor is put on notice they have 30 business days to repair and return each batch of Testers upon receipt of the Contracting Officer's e-mail authorization.
- The issue of which UN square tag to use (3222 for Air/FEDEX transport or 2974 for Ground transport) will be dealt with in Modification P00002 to subject order.
- Add the following ship to address in CLIN Narrative D001:
 

XU DEF DIST DEPOT SAN JOAQUIN  
 25600 South Chrissman Road  
 Tracy, CA 95304-9150
- All other terms and conditions remain the same and are in full force and effect.

\*\*\* END OF NARRATIVE A 002 \*\*\*

Name of Offeror or Contractor: CPN INTERNATIONAL INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: CE SLEP-NUCLEAR TESTER PRON: P136F8162T PRON AMD: 02 ACRN: AA AMS CD: 53509120159</p> <p>THE SHIP TO ADDRESS IS AS FOLLOWS:</p> <p>XU FEF DIST DEPOT SAN JOAQUIN 2500 CHRISSMAN ROAD TRACY, CA 95304-9150</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 60 31-DEC-2003</p> <p>\$ 38,411.80</p>	60	EA		\$ 38,411.80

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The contractor shall inspect and repair 60 Testers in accordance with the SOW in C001 at a ceiling price of \$38,411.80. The contractor shall bill according to the services provided on each Tester as follows:

The unit price for a Winter Special for a Tester is \$279.00. The SOW can be found in C001, Section C.1.2.1.

The unit price for a Repair for a Tester is \$545.00. The SOW can be found in C001, Section C.1.2.2.

There is no charge for determining a Tester is Non-Repairable. The unit price for disposing of a Non-repairable Tester is \$400.00.

The unit prices associated with a Tester are listed as follows:

Nomenclature	Part Number	Number Price
Shipping Case	704467	\$385.00
Guideplate	200050	\$ 64.00
Drill Pin	100035X	\$ 42.00
Standard Block	701423	\$198.00
Clipboard (not available)	101013	\$ 69.30
Operator Manual	400398	\$ 27.50
Leak Test Kit (Quantity 1)	TKDOM	\$ 25.00
Leak Test Kit (Quantity 25 or more)		\$ 12.50
Sign Kit	101085	\$ 30.80
Phillips Screwdriver	700646	\$ 6.60
Wire Brush	702403	\$ 1.49
Padlock	700472	\$ 13.20
Allen Wrench 5/32	700760	\$ .39
Charger	400597	\$ 48.40

Quantity Discounts: 1-2; Net      3-5; 5%      6 or more; 10%

Manufacturer's Shipping Case Nameplate	400068	\$ 23.53
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Round Trip Shipping by Contractor's vehicle for all 60 testers shall be \$1,800.00 and shall be part of the \$38,411.80 ceiling price.

\*\*\* END OF NARRATIVE B 001 \*\*\*

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SCOPE OF WORK  
FOR THE REPAIR  
OF THE ARMYS  
MC1 SOIL DENSITY TESTERS

C.1 General Scope of Work The purpose of this Scope Of Work (hereinafter called SOW) is to describe the contractor's responsibilities regarding the Army's MC1 Soil Density Testers (hereinafter called Testers). This SOW was written in detail through the corrdination between TACOM and the contractor so both parties were clear as to the specific tasks related to the inspection and repair of 60 Testers that have been inactive for years and thus, cannot be considered entirely commercial in nature. Under this purchase order (hereinafter named Order), the contractor's overall responsibility shall be to make repairs as necessary to the 60 Testers as feasible to a serviceable condition. The Testers to be repaired have already been selected and are waiting to be picked up by the contractor at XU DEF DIST DEPOT SAN JOAQUIN in Tracy, CALIFORNIA (hereinafter named Tracy) for transport to the contractors facility and back. The contractor shall pick up the first 30 of the 60 Testers. Upon completion of repairing as many of the 30 Testers as feasible and returning only repaired Testers to Tracy, holding onto the Non-Repairable Testers for future action. The contractor will then pick up the remaining 30 Testers, repairing as many of the remaining 30 Testers as feasible. The contractor will return the second batch of repaired Testers to Tracy. The contractor will have all of the Non-Repairable Testers at this time in one place waiting for direction from TACOM as to whether to return with the second batch of repaired Testers or dispose of the Non-Repairable Testers. The following paragraphs of this SOW describe in detail the contractor's responsibilities under this Order.

C.1.1 Tester Inspection. The following conditions are set forth for the condition inspection of each and every one of the 60 Testers. The contractor shall apply a leak test, check to see if the Liquid Crystal Display (LCD) lights up, will function when a tester is to count for specified amount of time, a statistical test and a 24-hour run test to each and every one of the 60 Testers to help determine which of the three (3) categories each Tester shall fall into: Winter Special, Repair or Non-Repairable. For a definition of the term "Leak test", refer to paragraph C.1.2.3.

C.1.1.1 Leak Test: The contractor is required to note whether each Tester passes or fails the leak test. If a Tester fails the leak test, the tester has experienced too much wear and tear and it will fall into the Non-repairable category. If a Tester passes the leak test, it will then be checked to see if the LCD lights up.

C.1.1.2 LCD Lights Up: The contractor will charge up the Tester to learn if the LCD lights up or not. If the LCD fails to light up, it will fall into the Repair category. If the LCD lights up, then the contractor will determine if the Tester will count for a specified period of time.

C.1.1.3 Count For A Specified Period Of Time: One of the time function buttons shall be pressed. The Tester must give off a beep to acknowledge that it must count for a specified period of time. The tester must then count for the specified period of time and give off a beep to acknoeldge it is done. If the Tester fails to count, fails to beep or fails to count the correct amount of time the Tester will fall into the Repair category. Otherwise the Tester will go through the staistical test.

C.1.1.4 Statistical Test: The contractor will perform two statistical tests for each Tester. A statistical test checks for stability. To do this, the contractor will take 30 readings, each reading will be for 15 seconds. Once all the readings have been taken, the average of the 30 readings will be calculated. Then the standard deviation of the 30 readings will be calculated. Finally, the CHI number will be calculated by dividing the standard deviation of the readings by the square root of the average. If the CHI does not register anywhere from .75 to 1.25, it has failed and the Tester will fall into the Repair category. If the CHI from the first statistical test does fall anywhere from .75 to 1.25, the statistical test will be repeated. If the Tester fails the second statistical test, the Tester falls into the Repair category. If the Tester passes the second statistical test, it then goes for a 24-hour continuous run test.

C.1.1.5 24-Hour Continuous Run Test: The contractor shall keep the Tester running for 24 continuous hours to verify operation. If the Tester can operate for a 24-hour period, the Tester will fall into the Winter Special category. If the Tester cannot operate for a 24-hour period as described, the Tester shall fall into the Repair category.

C.1.1.6 Condition Assessment Report The contractor shall prepare and provide to the Contracting Officer, Jeanne Check-Sanchez, a Condition Assessment Report (CAR) for each of the two batches of Testers (30 for the first batch and 30 for the second batch) inspected. The CAR shall be sent to TACOM within 7 business days of the contractor completing the assessment of each batch of Testers at the following e-mail address: check-saj@tacom.army.mil. Each report shall contain at a minimum:

- a. All identifying Tester information such as end item serial number, description, and national stock number.
- b. A general description of the Tester's condition and appearance.
- c Which category each Tester falls into (Winter Special, Repair or Non-Repairable).

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d The contractor shall include in the report the amount for a Winter Special and a Repair. The contractor shall also identify for each Tester that falls either in a Winter Special or Repair category what accessories they recommend are needed (an N shall be used as the designator) and what accessories they would like (an L shall be used as the designator) to add to a Tester as well as the unit price for each and every accessory so specified.

e Any accessories the contractor determines that are useable but are attached to a Non-Repairable Tester shall be taken from the Non-Repairable Tester and held to cover vacancies for needed and nice to have accessories for those Testers that fall into either the Winter Special or Repair categories.

f If a shipping case is retrieved from a Non-Repairable Tester for use with a repaired Tester, the labels and serial number plate needs to be matched up with the repaired Tester it will house (including the serial number on the plate of the repaired Tester). If no shipping case is available from Non-Repairable Testers, then the shipping case from accessories shall have the labels/markings and serial number plate as provided in the original purchase. The serial number on the plate must match the contained Tester's serial number.

g. The Contracting Officer shall have 5 business days from receipt of the CAR to respond to the contractor with e-mail authorization to proceed with the Winter Special and Repair categories of work and with whatever accessories the Contracting Officer specifies shall be added to repaired Testers. The contractor shall have 30 business days from receipt of the Contracting Officer's e-mail authorization to repair the Testers identified in the CAR and return them to Tracy. Under no circumstances is the contractor to proceed with work without authorization from the Contracting Officer. The contractor shall deliver the CAR to the following address in ahrdcopy form after sending an electronic version to check-saj@tacom.army.mil:

TACOM  
AMSTA-LC-CJBA (ATTN: Ms. Jeanne Check-Sanchez)  
Mail Stop 326  
6501 E. 11 Mile Road  
Warren MI 48397-5000

C.1.2 Repair Effort. The repair effort is the set of repair and refurbishment actions, which are required to return a particular Tester to a serviceable condition. The contractor shall perform a Winter Special or a Repair to the following conditions as specified in C.1.2.1 and C.1.2.2.

C.1.2.1 Winter Special: Testers tagged for Winter Special will be disassembled as necessary. They will be checked and any necessary preventive maintenance will be performed, including the following tasks:

- Cleaning
- Lubrication
- Replacement of worn parts
- Replacement of worn gaskets
- Replacement of worn or missing screws

All parts used will be listed on the repair order and the gauge will be sent to calibration. A copy of the repair order will be included in the shipping container and the original will be sent to the Contracting Officer, with the final paperwork.

C.1.2.2 Repair: Testers tagged for repair will be disassembled as necessary. Technicians will determine the cause of the problem and replace the necessary subassembly or component. Parts and labor necessary will be listed on a repair order assigned to each Tester. A copy of the repair order will be included in each shipping case and the original will be forwarded with the final paperwork to the Contracting Officer. In addition to repairing the Tester the technician will perform any necessary preventive maintenance, including the following tasks:

- Cleaning
- Lubrication
- Replacement of worn parts
- Replacement of worn gaskets
- Replacement of worn or missing screws
- Testing of batteries for capacity
- Testing circuit boards for proper operation
- Testing chargers for proper output

All the time spent and parts used on each repair will be listed on the repair order. After repair, each Tester will be calibrated.

C.1.2.3 Leak Testing: Each Tester shall be leak tested upon arrival to insure that less than .005 micro curies of removable contamination are present when swabbed. Any detected leak will be dealt with according to the CPN Radiation Safety Plan. The results of this leak test will be placed in the shipping container and the original leak test will be sent to the Contracting Officer with the final paperwork. Any previous leak test results will be removed to avoid confusion. A copy of the new test will remain in the CPN

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customer file and the original will be sent to the Contracting Officer.

C.1.2.4 Calibration: All of the repaired Testers will be calibrated to ASTM D2922 on three densities and two moisture blocks. Calibration look up tables will be printed which will include the date of the calibration. These tables will be included in each shipping container. A copy will be sent to the Contracting Officer. Any old tables in the container will be removed to eliminate confusion. After each unit is calibrated, the repair order will be updated to show that the calibration was performed.

C.1.2.5 Verification: After calibration is completed, a 2-minute test on block of known density will be taken at some test depth. This test will be used to insure that the new calibration will accurately measure the block density. The results of this test should be within +/- 1.5 pounds per cubic foot of the stated block value. Any failure will result in an investigation by the technician and re-calibration if necessary.

C.1.2.6 Packaging: The Testers will be returned to their shipping containers with the new calibration tables; the new leak test certificates and a copy of the repair order. The dead storage screw will be backed out and a copy of the packaging list will be filled out and placed in each container. The hasp will be latched and sealed and the units will be ready for return.

C.1.2.7 Invoicing and Payment: Once a DD 250 Form has been signed for Inspection and Acceptance for a batch of repaired Testers, the contractor will fax a copy of the DD 250 Form to the Contracting Officer with a cover sheet at Facsimile number (586) 574-7235. The contractor will then attach a copy of the DD 250 Form with a filled out invoice for the amount for the number of repaired Testers in the batch being billed, the amount for any accessories purchased from the contractor, half of the total amount for transportation and the amount for any Non-Repairable Testers that the contractor was authorized to dispose of and send to the Defense Finance and Accounting (DFAS) center in their region. If the contractor encounters any problems getting paid by DFAS, the contractor can contact the Contract Specialist, Jeff H. Heinfling, at either heinflij@tacom.army.mil or by telephone at (586) 574-7421 for assistance.

C.1.3 Accessories: Below is a list of accessories that may apply to any number of the Testers. The contractor shall identify in each CAR sent to the Contracting Officer what accessories each Tester that falls into the Winter Special or the Repair category the contractor recommends are necessary and what would be nice to have. The contractor under no circumstances shall replace or add any accessory without prior authorization from the Contracting Officer. The contractor shall separate all useable accessories from all Non-Repairable Testers to have a bank of accessories for use before drawing accessories from the contractor's stock of accessories. The contractor for their use and at no charge can keep any accessories left over from the bank of useable accessories from Non-Repairable Testers, once all work for all 60 Testers has been completed. The list of accessories is as follows:

Nomenclature	Part Number
Shipping Case	704467
Guideplate	200050
Drill Pin	100035X
Standard Block	701423
Clipboard (not available)	101013
Operator Manual	400398
Leak Test Kit (Quantity 1)	TKDOM
Leak Test Kit (Quantity 25 or more)	
Sign Kit	101085
Phillips Screwdriver	700646
Wire Brush	702403
Padlock	700472
Allen Wrench 5/32	700760
Charger	400597
Manufacturer's Shipping Case Nameplate	400068

C.1.4 Transportation of Testers between Tracy and Contractor Facilities The contractor shall transport all 60 Testers in three trips, picking up 30 for the first batch, deliver and then pick up 30 for the second batch and deliver back to Tracy. The contractor shall also be responsible for making all arrangements related to transportation and loading. The contractor will perform the test for the Transport Index and use the appropriate Yellow II labelling on the Tester outer shipping container, as well as the actual transporting of the Testers. When the contractor returns a batch of repaired Testers, the contractor shall also include a copy of the signed DD 250 form as well.

C.1.5 Disposition of Replaced Parts: Parts (exception radioactive sources) disposal must be IAW applicable Federal, State and Local regulations. Radioactive source disposal requirements are as stated in Paragraph C.1.5.1 with approval of the Contracting Officer. The disposal being again in accordance with applicable Federal, State and Local regulations. The contractor must provide disposal site and disposition to the Contracting Officer.

C.1.5.1 Disposal Of Non-Repairable Testers: TACOM reserves the right to have the Non-Repairable Testers either returned to Tracy in their shipping case or have the contractor dispose of them. When the Contracting Officer authorizes work to be performed on the second batch of Testers, she will also provide a decision as to what action will be taken regarding the Non-Repairable Testers. If the

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contractor is authorized to dispose of the Testers, Tester disposal must be IAW applicable Federal, State and Local regulations. The contractor must provide the disposal site and disposition to the Contracting Officer. Furthermore, the contractor agrees to hold onto all Non-Repairable Testers from the first batch, to combine with any Non-Repairable Testers from the second batch for instructions as to how to proceed.

C.1.6 Inspection of Repaired Testers Ten calendar days before the repaired Testers are ready for inspection, the contractor shall notify the Defense Contract Management Command located in their region who performs inspection. Upon arrival of the Government Inspector, the contractor shall provide the Inspector access to all records of tests, calibrations, etc to verify that the work has been properly done. The Government Inspector shall select two repaired Testers at random from each batch for a performance test. The contractor shall perform a 2-minute test on a block of known density at some test depth (in inches at 2, 4, 6, or 8 at the discretion of the contractor) for each of the 2 Testers. The results of this test should be within +/- 1.5 pounds per cubic foot of the stated block value. Any failure will require a recommendation by the Government Inspector, subject to the Contracting Officers direction as to how to proceed. Inspection and Acceptance will take place at the contractors facility. Inspection and Acceptance are complete only after the Inspector has checked and SIGNED off on the DD 250 form. Once Inspection and Acceptance are complete, the contractor shall fax a copy of the SIGNED DD250 form to the Contracting Officer at fax number (586) 574-7235. The contractor shall also attach a cover sheet with the facsimile transmission.

C.1.7 Return of Repaired Testers Within 7 business days before returning repaired Testers, the contractor shall notify the Contracting Officer by e-mail of such intent. The Contracting Officers e-mail address is check-saj@tacom.army.mil while any questions may be directed to the Contract Specialist, Jeff H. Heinfling at either heinflij@tacom.army.mil or by phone at (586) 574-7421.

C.1.8 Warranty The contractor shall provide their normal standard warranty of 90 days for parts and labor performed. The contractor will provide a written copy of the warranty to the Contracting Officer.

\*\*\* END OF NARRATIVE C 001 \*\*\*



Name of Offeror or Contractor: CPN INTERNATIONAL INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG STAT/	INCREASE/DECREASE		CUMULATIVE
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u> <u>JOB ORD NO</u>	<u>PRIOR AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
0001AA	P136F8162T	AA 2	\$ 37,000.00	\$ 1,411.80	\$ 38,411.80
	53509120159	3ZCC13			
			NET CHANGE	\$ 1,411.80	

SERVICE	NET CHANGE	ACCOUNTING		INCREASE/DECREASE
<u>NAME</u>	<u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>STATION</u>	<u>AMOUNT</u>
Army	AA	21 32035000031C1C09P53509131E1 S20113	W56HZV	\$ 1,411.80
			NET CHANGE	\$ 1,411.80

PRIOR AMOUNT		INCREASE/DECREASE		CUMULATIVE
<u>OF AWARD</u>		<u>AMOUNT</u>		<u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 37,000.00	\$ 1,411.80	\$	38,411.80